

**TRANSFER
TAX
PAID**

WARRANTY DEED

Received Kennebec ss.
05/04/2009 12:40PM
Pages 1 Attest:
BEVERLY BUSTIN-HATHAWAY
REGISTER OF DEEDS

42-24

JAMES P. NOLAND and **SARAH A. NOLAND** of Waterville, Kennebec County, State of Maine, for consideration paid, grant to **DAVID W. JACKSON JR.** and **SUSAN E. JACKSON** of Waterville, Kennebec County, State of Maine, whose mailing address is P.O. Box 1416, Waterville, ME 04903-1416, as joint tenants, with Warranty Covenants, the land in Waterville, Kennebec County, State of Maine, bounded and described as follows, to wit:

Two certain lots or parcels of land, with the buildings thereon situated in Waterville County of Kennebec and State of Maine and being all of Lots numbered 40 and 41 as shown on a plan entitled "A portion of Cherry Hill Development, A.J. Carey & Sons, Waterville, Maine, September 3, 1959, R. G. Knowlton", which plan is recorded in the Kennebec County Registry of Deeds in Plan Book 22, Page 61 to which reference may be had for a more particular description of the premises herein conveyed.

This conveyance is made upon express conditions, restrictions and limitations as follows:

FIRST: This entire tract shown by the Plans of Cherry Hill, Cherry Hill Terrace and Eaton Drive are restricted to building for residential purposes only by the Waterville Zoning Ordinance and these parcels and all other lots shown by said Plans are entitled to and subject to the benefits of said Ordinance.

SECOND: It is further covenanted and agreed that neither of these Lots, #40 and #41, or any other lot shown upon said Plans shall be used for building more than one dwelling house and that no house shall be adapted to and used by more than one family.

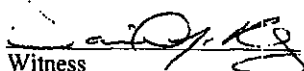
THIRD: Furthermore, no such house shall be built on such lots costing less than Fifteen Thousand (\$15,000) Dollars.

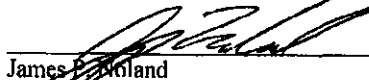
FOURTH: No building or any part of a building shall be erected or allowed to stand upon said lot within forty (40) feet of the street or within fifteen (15) feet of the boundary line of the lot.

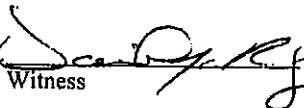
Excepting and reserving out of the premises described above a strip of land fifteen (15) feet in width and one hundred eleven and eighty-two one hundredths (111.82) feet in length along the westerly side of Lot #40 unto Robert J. Carey, his heirs and assigns forever, as and for a sewer easement and it is a further condition of this conveyance that the Grantees nor their heirs, successors and assigns shall not grant to any abutting owner any sewer easement unless the instrument creating the easement is joined in by Robert J. Carey, his heirs, successors or assigns; any attempt at granting an easement to any abutting owner not agreed to in writing by Robert J. Carey or his heirs, successors or assigns shall be null and void.

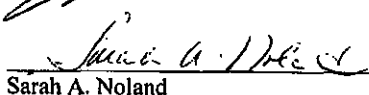
Being the same premises conveyed by Mark A. Freeman and Ruvani S. Freeman to James P. Noland and Sarah A. Noland by Warranty Deed dated August 15, 2008, and recorded in the Kennebec County Registry of Deeds in Book 9833, Page 328.

WITNESS our hands and seals this 30th day of April, 2009.


Witness


James P. Noland


Witness


Sarah A. Noland


**STATE OF MAINE
KENNEBEC, ss.**

April 30, 2009

Then personally appeared the above named James P. Noland and Sarah A. Noland and severally acknowledged the foregoing instrument to be their free act and deed.

SEAL

Before me,


Attorney at Law/Notary Public

6 KSD

DAVID J. ROY
Notary Public, Maine
My Commission Expires July 21, 2015